

TAG-Domains Registration Agreement

This Agreement sets forth the terms and conditions of your use of Abu-Ghazaleh Intellectual Property's (TAG-DOMAINS) domain name registration services to register an Internet domain name, your registration of that domain name, as well as other domain name related services. To complete the registration, you must carefully read and agree to be bound by all terms and conditions of this Agreement and any rules or policies that are or may be, from time to time, published by TAG-DOMAINS. This Agreement will become effective if accepted by TAG-DOMAINS. TAG-DOMAINS may elect to accept or reject your domain name registration application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration of a prohibited domain name.

By submitting the application form, you acknowledge that you have read and agreed to the following Registration Agreement as well as the Domain Name Dispute Policy, and Fees Schedule all of which are an integral part of the application.

1. AGREEMENT. In this Registration Agreement ("Agreement") "you" and "your" refer to each customer; "we", "us" and "our" refer to TAG-DOMAINS and "Services" refers to the domain name registration, among other services, provided by TAG-DOMAINS or the registration service providers through TAG-DOMAINS. This Agreement explains our obligations to you, and explains your obligations to us for various services.

Also in this Agreement, "Registry Operator" refers to the entity or organization operating under ICANN rules or based on signed agreements with ICANN and with which TAG-DOMAINS is accredited to register domain names in both levels (gTLDs or ccTLDs), and "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, which defines attribution and management rules of domain names and their evolution.

2. TAG-DOMAINS'S SERVICES. TAG-DOMAINS is an accredited registrar with ICANN for the generic top-level domain names .com, .net, and .org. and country code top level domain names (-.om, .qa & .ae ---) As an accredited domain name registrar, TAG-DOMAINS is, upon accepting your domain name registration application, your sponsor for that application. All domain name registrations we register are not effective until we have delivered the domain name registration information you provide us to the registry operator for the

gTLDs, as applicable, and the registry operator puts into effect your domain name registration.

3. CONDITIONS OF REGISTRATION. By signing this agreement, you agree, confirm and undertake - under the legal liability – on behalf of TAG-Domains and the Registry Operator to:

First: submit your application to register the domain name in compliance with all conditions, policies, international agreements, local laws and the agreement signed with the Registry Operator;

Second: all the provided details are true, complete and not misleading in anyway;

Third: you confirm and undertake that the domain name you intend to register does not violate any rights or intellectual property including trademarks and trade names of any their party;

Fourth: the domain name will be registered for a legitimate use and does not violate public orders or applicable laws in any country.

Fifth: you agree to provide to Registrar accurate and reliable contact details and correct and update them within seven (7) days of any change during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation; and required data elements.

Sixth: a Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure to update information provided to Registrar within seven (7) days of any change, or its failure to respond for over fifteen (15) days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar agreement and be a basis for suspension and/or cancellation of the Registered Name registration.

Seventh: if you intend to license use of a domain name to a third party, you are still nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating

accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

4. FEES AND PAYEMENT. As consideration for the services you have selected, you agree to pay to us, or your respective service provider who remits payment to us on your behalf, the applicable service(s) fees in accordance to the fee schedule incorporated by reference to this Agreement. All fees payable hereunder are non-refundable even if your domain name registration is suspended, cancelled or transferred prior to the end of your registration term.

Your requested domain name will not be registered unless we receive actual payment of the registration fee. Payment must be made by credit card or such other method as we may indicate in the registration application or renewal form. We will register or renew your name for you provided your credit card or other billing information is available and up to date, unless you instruct us otherwise within the time specified. If your billing information is not accurate and you wish to renew your domain name registration, we will contact you to update this information and charge you accordingly. In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with the payments of the registration or renewal fees, you agree and acknowledge that the domain name registration shall be transferred to TAG-DOMAINS as the paying entity for that registration to the registry.

You will be notified via an email message or via your account information when renewal fees are due. Should these fees go unpaid within the time specified in a notice or reminder regarding renewal, your registration will be cancelled. TAG-DOMAINS will have no liability whatsoever with respect to any such cancellation.

Domain names not renewed within thirty (30) days after expiration date may enter the Redemption Grace Period (RGP). Domain names in RGP cannot be renewed automatically and must be redeemed from the registry at a cost of \$200.

4. ACCOUNT INFORMATION. As further consideration for TAG-DOMAINS services, you agree to: (1) Provide certain current, complete and accurate information about you as required by the registration process and (2) Maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information").

You, by completing and submitting this Agreement represent that the statements in your application are true. You also agree that collection, disclosure and use of the information provided in the registration form is subject to our Privacy Policy located at www.tag-domains.com.

In the event that, in registering the domain name, you are providing information about or on behalf of a third party, you hereby represent that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement.

By registering a name or applying for services you also represent that the statements in its application are true and that the Domain Name is not being registered for any unlawful purpose.

You further acknowledge that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration. You further agree that your failure to respond for over ten (10) calendar days to inquiries by TAG-DOMAINS concerning the accuracy of contact details associated with your registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

You may access your domain name registration information in our possession to review, modify or update such information, by accessing your account at our web site www.tag-domains.com. In order to change your account information with us, you must use your Account User Name and Password that you selected when you opened your account with us. Please safeguard your Account User Name and Password from any unauthorized use. You agree that any person in possession of your Account User Name and Password will have the ability and your authorization to modify your account information. In no event will we be liable for the unauthorized use or misuse of your Account User Name or Password. TAG-DOMAINS will take reasonable precautions to protect the

information it obtains from you from any loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

5. **RIGHT OF REFUSAL.** We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other services within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other services, or we delete your domain name or other services within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, reserve, or delete your domain name or register you for other services.

6. **INTELLECTUAL PROPERTY RIGHTS.** We cannot and do not check to see whether the domain name you chose or the use you make of the chosen domain name infringes legal rights of others. We urge you to investigate to see whether the domain name you select or its use infringes legal rights of others.

You agree and acknowledge that TAG-DOMAINS owns all database, compilation, collective and similar rights, title and interests worldwide in our domain name database. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar: 1. The original creation date of the registration, 2. The expiration date of the registration, 3. The name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration, 4. Any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary name server and any secondary name servers for the domain name, and the corresponding names of those name servers. TAG-DOMAINS does not have any ownership interest in your specific personal registration information outside of its rights in our domain name database.

TAG-Domains will not process the Personal Data collected from the Registered Name Holder in a way incompatible with the purposes and other limitations about which it has provided notice to the Registered Name Holder.

7. **UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY.** You agree to be bound by the current ICANN Domain Name Dispute Resolution Policy, which is incorporated into this agreement by reference. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in

effect at the time your domain name registration is disputed by the third party. You also agree that, in the event a domain name dispute arises with any third party, you will indemnify and hold TAG-DOMAINS harmless pursuant to the terms and conditions contained in the Dispute Policy.

8. AMENDMENT. You agree, during the period of this Agreement, that: (1) the terms and conditions of this Agreement including the fee schedule and the Dispute Policy may be revised subject to the sole discretion of TAG-DOMAINS ; and (2) that we may change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on TAG-DOMAINS's web site, or on notification to you by e-mail. You agree to review TAG-DOMAINS's web site, including the Agreement, periodically to be aware of any such revisions. You agree that you abide by any such revisions or changes.

9. RIGHT OF TRANSFER. You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with TAG-DOMAINS. You agree to provide written, signed authorization to TAG-DOMAINS for the transfer of the domain name to another registrar and agree to pay any and all fees that may be charged by TAG-DOMAINS to affect the transfer. Your request to transfer to another registrar may be denied in situations described in the Dispute Policy, including, but not limited to: a dispute over the identity of the domain name holder; bankruptcy; and default in the payment of any fees.

10. DISCLOSURE AND USE OF ACCOUNT INFORMATION. You agree and acknowledge that TAG-DOMAINS will make available domain name registration information you provide or that we otherwise maintain, to ICANN, to the registry operator(s), and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that TAG-DOMAINS may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our "Whois" service) or for other purposes as required or permitted by ICANN and applicable laws.

11. AGENCIES AND LICENSES. You agree that, if you are registering a domain name for or on behalf of someone else, you represent that you have the authority to nonetheless bind that person as a principle to all terms and condition provided herein, including the Dispute Policy.

Should you intend to license use of a domain name to a third party you shall nonetheless be the domain name holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You shall accept liability for harm caused by wrongful use of the domain name. You represent that you have provided notice of the terms and conditions in this Agreement to a third party licensee and that the third party agrees to the terms hereof.

12. LIMITATION OF LIABILITY. You agree that TAG-DOMAINS or the Registry Operator will not be liable to you or any other person for any loss that may occur due to:

- a. Any loss of registration of a domain name;
- b. The use of your domain name;
- c. Access delays or access interruptions to TAG-DOMAINS's registration system or the web site(s) or services you access by the domain name registered in your name;
- d. The non-delivery or miss-delivery of data between you and TAG-DOMAINS;
- e. Events beyond TAG-DOMAINS's reasonable control
- f. The processing of your application;
- g. The processing of any modification to the record associated with your domain name;
- h. The failure of you or your agent to pay any fees hereunder; or
- i. Any violation of TAG-Domains or the Registry Operator or third party's rights or breaching your obligations according to the provisions of this agreement in any manner.
- j. The application of the dispute policy. Further, TAG-DOMAINS will not be liable for any direct, indirect, special, incidental or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), unjust enrichment, or otherwise, even if

TAG-DOMAINS has been advised of the possibility of such damages. In no event shall TAG-DOMAINS's maximum liability exceed the total amount paid by you to TAG-DOMAINS for registration of your domain name, but in no event greater than Four Hundred Dollars (\$400).

13. INDEMNITY. You agree to release, indemnify, and hold us, our directors, officers, employees, contractors, agents, affiliates and third party beneficiaries and any applicable domain name registry, harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the TAG-DOMAINS services provided hereunder or your use of TAG-DOMAINS services including without limitation infringement by you, or someone else using any TAG-DOMAINS service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any TAG-DOMAINS operating rule or policy relating to the service(s) provided. This indemnification is in addition to any indemnification required under the Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances shall be a breach of your Agreement and may result in deactivation of your domain name.

The Registered Name Holder shall indemnify and hold harmless the Registry Operator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registered Name Holder's domain name registration.

14. WARRANTIES AND REPRESENTATIONS. You agree that your use of our services is solely at your own risk. You agree that such service(s) is provided on an "as is", "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, except for our statement in this Agreement regarding our accreditation as an ICANN-approved domain name registrar. We make no warranty that the services will meet your requirements, or that the service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the service(s) or as to the accuracy or reliability of any information obtained through the service or that defects in the service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and /or data. We make no warranty regarding any goods or services purchased

or obtained through the service or any transactions entered into through the service. No advice or information, whether oral or written, obtained by you from us or through the service shall create any warranty not expressly made herein. Without any limitation to the foregoing, TAG-DOMAINS makes no representations or warranties of any kind whatsoever that registration or use of a domain name under this Agreement will immunize you either from challenges to your domain name registration, or from suspension, cancellation or transfer of the domain name registered to you.

You represent, that, to the best of your knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your domain name registration is accurate.

15. BREACH AND TERMINATION. TAG-DOMAINS reserves the right to suspend, cancel, transfer or modify your domain name registration or suspend, cancel or modify other services we provide in the event a). You materially breach this Agreement (including the Dispute Policy) and do not cure such breach within thirty (30) days of notice by TAG-DOMAINS regarding gtlds and 7 working days' notice by TAG-DOMAINS regarding cctlds , or b). Grounds arise for such suspension, cancellation, transfer or other modification as provided for in this Agreement. You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including TAG-DOMAINS) or registry operator procedures approved by an ICANN-adopted policy, 1. to correct mistakes by TAG-DOMAINS, another registrar or the registry operator in administering the name or 2. for the resolution of disputes concerning the domain name. You also agree that TAG-DOMAINS shall have the right in its sole discretion to suspend, cancel, transfer, or otherwise modify a domain name registration upon (7) calendar days prior written notice, or at such time as TAG-DOMAINS receives a properly authenticated order from a court of competence, or arbitration award, requiring the revocation, suspension, transfer or modification of the domain name registration.

16. TERM. This Agreement shall remain in full force during the length of the term of your domain name registration(s) as selected, recorded, and paid for upon registration of the domain name. Should you choose to renew or otherwise lengthen the term of your domain name registration, then the term of this Registration Agreement shall be extended accordingly. Should the domain name be transferred to another Registrar, the terms and conditions of this contract shall cease.

Notwithstanding any clause or provision herein, it is made clear and acceptable by both parties hereto that the event of this agreement termination, expiry, revocation, nullification, or the declaration of the

same as unenforceable for any reason, shall neither effect the payment of the fees due to TAG-DOMAIN nor shall effect the applicability and enforceability of Clauses 6, 12, 13, and 17 herein [i.e - "Intellectual Property Rights", "Limitation of Liability", "Indemnity" and "Governing Law" Clauses], as the parties hereto expressly characterize these Clauses as independent to this Agreement and applicable to all transaction related to, inter alia, this agreement and/or any later relation or dispute notwithstanding the above specified events between the parties.

17. GOVERNING LAW. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Hashemite Kingdom of Jordan. Any action relating to this Agreement must be brought in Amman, Jordan and you irrevocably consent to the jurisdiction of such courts. Notwithstanding the foregoing, TAG-DOMAINS is hereby solely entitled to seek any non-Jordanian court or arbitration for dissolving any future dispute notwithstanding the cause (form) of action, and shall be also entitled to decide governing any dispute or claim arising between the parties hereto by any other law - rather than the Jordanian law - as it may decide according to its sole discretion.

18. NOTICES. You agree that any notices required to be given under this Agreement by TAG-DOMAINS to you will be deemed to have been given if delivered in accordance with the contact information you have provided.

19. LANGUAGE. All written communications between you and TAG-DOMAINS shall be in English.

20. INFANCY. You attest that you are of legal age to enter into this Agreement.

21. GENERAL. You agree that this Agreement, the Dispute Policy and the Fee Schedule are the complete and exclusive agreement between you and us regarding our Services. This Agreement including the Dispute Policy and the Fee Schedule supersedes all prior agreements and understandings, whether established by custom, practice, policy or precedent. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The failure of TAG-DOMAINS to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by

TAG-DOMAINS of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. TAG-DOMAINS will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of TAG-DOMAINS as reflected in the original provision. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of TAG-DOMAINS.

22. ACCEPTANCE OF AGREEMENT. You acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently evaluated the desirability of the service, and are not relying on any representation agreement, guarantee or statement other than as set forth in this Agreement. 23. Relation with the ICANN and the Registry. By signing (accepting) this Agreement you (the customer) agree(s) to respect, obey with and not to breach all terms, standards, regulations and / or any other rule as issued by the ICANN and/or the Registry Operator "Registry" - as identified hereinabove - in particular but not limited to:

1. ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN;
2. The operational standards, policies, procedures, and practices for Registry TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator (including TAG-DOMAINS), and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN, Additional or revised Registry Operator operational standards, policies, procedures, and practices for Registry TLD shall be effective immediately once posted at TAG-DOMAINS website, and Any obligation binding TAG-DOMAINS in accordance with the Registry-Registrar-Agreement "RRA" as signed by the Registry and TAG-DOMAINS. In this regard the customer hereby warrants and undertakes not to breach any obligation therein or do any act or omission that have the nature of causing TAG-DOMAINS liable with contract breach (or any other suitable cause of action) vis-à-vis the Registry or any other party. In all cases, if there is a discrepancy between the terms required by the Registry-Registrar-Agreement "RRA" and the terms of this Agreement, the terms of the RRA shall supersede those of this Agreement. (View sample of RRA)

Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <http://www.icann.org/udrp/udrp-rules-24oct99.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances: a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action; b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.) We may also cancel, transfer or otherwise

make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding. This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at <http://www.icann.org/udrp/approved-providers.htm> (each, a "Provider").

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that (i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and (ii) you have no rights or legitimate interests in respect of the domain name; and (iii) your domain name has been registered and is being used in bad faith. In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith: (i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or (ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or (iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or (iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other online location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii): (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or (ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or (iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f). e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

- h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.
- i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.
- j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.
- k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this

Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <http://www.register.com/new-dispute-policy> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.